

# EXHIBIT 5



## EMPLOYEE MANUAL

This employee manual does NOT create a contract of employment between you and company.

This employment manual supersedes and revokes any previously issued employee manual(s) or handbook(s) given.

This manual must be read carefully, signed and returned to your supervisor before your official start date at Thermo Tech Mechanical, Inc.

Acknowledged and Accepted:

Date: 5/20/18

Employee Name (Print): Juan Lopez

Employee Signature: J.L.



**(1) Welcome Message from the President**

Dear Employee,

Welcome to Thermo Tech Mechanical, Inc.! We are pleased to have you as part of our company.

Thermo Tech Mechanical, Inc. has been in business for over 15 years. Though we are a small corporation, we pride ourselves on the quality of work we provide to each of our clients. We are dedicated to being a company known for its exceptional service, integrity and the understanding of our clients' needs. Furthermore, it is our goal to keep our employees trained, safe and compensated fairly for their loyalty and hard work.

Thermo Tech Mechanical, Inc. is always striving to improve the quality of work it provides to its clients and its interaction with Company employees. Therefore, we welcome and encourage productive suggestions!

This manual should be used as a reference as you pursue your career with us.

The contents of this Manual are confidential and should not be distributed to or shown to anyone outside Thermo Tech Mechanical, Inc. This Manual remains the property of Thermo Tech Mechanical, Inc. and must be returned upon request.

*Thermo Tech Mechanical, Inc. reserves the right to deviate from the policies herein with or without notice.*

To your success at Thermo Tech Mechanical, Inc.!

Warmest Regards,

Gowkarran Budhu



## **(2) Company Operations**

The success of Thermo Tech Mechanical, Inc. is based on providing great services to our clients, everyday.

The organization of the company can be seen below in the flow chart below, with Gowkarran Budhu as the President of the company.

Key contact personnel for Thermo Tech Mechanical, Inc.:

### **Gowkarran Budhu**

*President*

(P) 718-991-5044

(P) 718-828-4800

(C) 917-345-1701

[office@thermotechmech.com](mailto:office@thermotechmech.com)

### **Steven Budhu**

*Project Manager/Supervisor*

(P) 718-991-5044

(P) 718-828-4800

(C) 201-757-4366

[steven@thermotechmech.com](mailto:steven@thermotechmech.com)

### **Shanti Budhu**

*Bookkeeper*

(P) 718-991-5044

(P) 718-828-4800

[shanti@thermotechmech.com](mailto:shanti@thermotechmech.com)

### **Phyona Ramjit**

*Gowkarran Budhu's assistant*

(P) 718-991-5044

(P) 718-828-4800

[office@thermotechmech.com](mailto:office@thermotechmech.com)

Hours of Operation:

M-F: 7:30AM-4:30PM





### **(3) Equal Opportunity; Immigration Law**

#### **3.1 Equal Opportunity Statement**

Thermo Tech Mechanical Inc. is an equal employment opportunity employer who **does not** discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information or any other status or condition protected by applicable federal, state or local laws **except** where a bona fide occupational disqualification applies.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in company-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

#### **3.2 Immigration Law Compliance**

*In accordance with the Immigration Reform and Control Act of 1986 (IRCA)*, Thermo Tech Mechanical, Inc. only employs individuals who are legally authorized to work in the United States. Furthermore, Thermo Tech Mechanical, Inc. does not continue to employ any individual whose legal right to work in the United States of America has been terminated.

Thermo Tech Mechanical, Inc. uses *CIS Form I-9* to verify each employee's identity and employment eligibility. You **must** complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you begin working.

#### **3.3 Americans with Disabilities Act Compliance**

Thermo Tech Mechanical, Inc. adheres to the Americans with Disabilities Act (ADA), as amended, and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

An exhaustive description of what does and does not constitute a disability is beyond the scope of this manual, but simplified an individual with a disability is a person who:

- Has a physical or mental impairment substantially limiting one or more major life activities; or
- Has a record of such impairment; or



- Is regarded as having such an impairment (however, no reasonable accommodation is required in this instance).

A qualified individual is a person with a disability who meets the skill, education, experience, training and other job-related requirements of position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless the accommodations would create undue hardship.

If you need an accommodation under the ADA, you should immediately notify Thermo Tech Mechanical, Inc.

#### **(4) General Policies and Rules**

##### **4.1 Employment**

As an employee of Thermo Tech Mechanical, Inc., you are an “*employee at will*”. This means that either you or Thermo Tech Mechanical, Inc. may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. We request that whenever possible, as a courtesy, you provide two weeks’ advance notice of your intention to depart, so we may plan accordingly.

This manual does not create an express or implied contract of employment for a definite and specific period of time between you and Thermo Tech Mechanical, Inc. or otherwise create express or implied legally enforceable contractual obligations on the part of Thermo Tech Mechanical, Inc. concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future that conflict with the employment at will policy are void.

A Full-Time Employee is an employee who has no termination date and who is regularly scheduled to work 40 (forty) or more hours per week. Full-time employees may be either non-exempt (hourly) or exempt (salary) employees.

All employees are paid weekly. First pay check is issued on the second pay day.

##### **4.2 Attendance and Punctuality**

Thermo Tech Mechanical Inc. believes that a good record of attendance and punctuality is an essential component of good work performance. You are expected to be at your workstation, dressed appropriately and ready to work, by your scheduled start time. If, for any reason, you are





unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly before your regular starting time.

All notifications of absences must be face-to-face, or by telephone to your supervisor, or by e-mail as designated from time to time.

#### **4.3 Dress Code**

As an employee of Thermo Tech Mechanical, Inc. you must maintain a clean, neat appearance. Your attire should be consistent with the type of work you are performing and with safety consideration. Any required uniform and/or safety equipment will be provided to you at company expense.

Management, personnel, and those employees who come in contact with the clients, are expected to dress in accepted business tradition that reflects the image Thermo Tech Mechanical, Inc. seeks to project. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

#### **4.4 Meal Period**

Nonexempt employees are allowed a daily 30-minute unpaid meal break. Meal breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with the day-to-day operations of Thermo Tech Mechanical, Inc. Any other breaks during the day must be approved in advance by your supervisor and shall not be paid.

#### **4.5 Use of Personal Phone**

The use of personal cellular phones during business hours is prohibited and may subject you to discipline, up to and including termination.

This policy applies to any communication device that makes, sends, or receives phone calls, emails, text messages, instant messages, photographs, graphics, or has the capacity to browse the Internet.

Cellular phones and similar electronic communication devices are a distraction while working at our company. Telephone calls during regular work hours may interfere with employee efficiency and safety while performing your job. They can also be a distraction to other employees around you. Employees are therefore directed to make personal calls during approved breaks and meal periods. During regular work hours all cellular phones and similar electronic communication devices must be turned off.



**Exceptions:**

This policy does not apply to cellular phones supplied by our company that are used exclusively for company business. However, when using the telephone for company business, please be mindful of other employees around you and attempt to minimize distractions for them and interference with their job duties.

This policy does not apply when there is an emergency that requires you to be accessible by phone, such as a medical emergency. If you are in doubt as to what constitutes an emergency for this purpose, please consult your supervisor before turning on your cellular phone at work.

**4.6 Use of Company Phones, Computers, Email and Internet**

Employee use of company phones, computers, printers, peripherals and all other electronic equipment is for job –related or approved activities only.

Inappropriate use of company computers and phones, which may be defined from time to time at the discretion of the Company, may subject you to discipline, up to and including termination.

Inappropriate use includes, but is not limited, to the following:

- Use of Company computer to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material you should notify your supervisor immediately.
- Loading software that is not approved in advance by management.
- Making illegal copies of licensed software.
- Using software that would provide unauthorized access to Company's computer or would disrupt our equipment in any way.
- Using Company's computers, phones, printers, or e-mail for personal and/or non-Company related use include shopping, blogging and social media, unless authorized by your immediate supervisor.
- Sending or posting Company confidential information, whether anonymously or otherwise, by e-mail, text, instant message, or posting to any website, blog or social media site.

Any message or file created or sent using the Company computer or other electronic devices are the property of Thermo Tech Mechanical, Inc. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Company. Thermo Tech Mechanical, Inc. reserves the unilateral right to review, monitor, access, audit, intercept, copy, prints, read, disclose, modify, retrieve and delete any work you do on a Company computer, including e-mail.





If provided, your Company e-mail account is strictly for business communication only and is not for personal use, except as authorized by your supervisor in the course of your work duties. You are not authorized to access the computer(s), e-mail account(s), or files of any other Company employee.

If provided, Internet access is strictly for business purposes only and is not for personal use. Thermo Tech Mechanical, Inc. reserves the unilateral right to review, monitor, access, audit, intercept and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

#### **4.7 Use of Company Property**

Thermo Tech Mechanical, Inc. will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from Company work premises, unless approved by your supervisor. This includes company vehicle, telephones, company tools and any two-way communication equipment.

#### **4.8 Safety and Accident Rules**

Safety is a priority as Thermo Tech Mechanical, Inc. strives to provide a clean, hazard-free and safe environment in accordance with the Occupational Safety and Health Act of 1970.

As an employee, you are expected to take part in maintaining this environment. You are expected to observe all posted safety rules; adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn and remember the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

You may be required to purchase and maintain some of your own safety equipment. Any problem with Company- provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

#### **4.9 Smoking**

Our goal is to provide a healthy and pleasant work environment for all employees. Thermo Tech Mechanical, Inc. prohibits any form of tobacco use on Company premises.



#### **4.10 Reporting Absences**

All leave request and approvals should be made in writing whenever possible.

After three (3) days of unauthorized absence, and if it receives no acceptable explanation, the Company may assume that you have resigned.



**(5) Substance Abuse Policy**

Thermo Tech Mechanical, Inc. takes drug and alcohol abuse very serious and is committed to providing a work-place free of such substances.

No employee is allowed to consume, possess, sell, or purchase any alcoholic beverages on any property owned, leased, or operated by Thermo Tech Mechanical, Inc. or in any vehicle owned or leased by Thermo Tech Mechanical, Inc.

No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Thermo Tech Mechanical, Inc.

Thermo Tech Mechanical, Inc. will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate our substance abuse policy will be subject to disciplinary action, up to and including termination.

As part of Thermo Tech Mechanical, Inc.'s policy to ensure a drug and alcohol free environment, within the limits of applicable federal, state and local laws, we reserve the right, in its sole discretion, to test for drugs and alcohol. Such situations may include, but are not limited to the following:

- In conjunction with an offer of employment with Thermo Tech Mechanical, Inc.
- Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs
- As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcoholic and/or drugs contributed to the accident;
- On a random basis, where allowed by statute
- As a follow-up to a rehabilitation program, where allowed by statute
- As necessary for the safety of employees, customers, or the general public where allowed by statute

All tested employees will be able to receive a copy of the laboratory results. It is a non-negotiable condition of your employment and continued employment with Company that you comply with the Substance Abuse Policy.





## **(6) Harassment and Discrimination Policy**

Thermo Tech Mechanical, Inc. is proud of its work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment.

Thermo Tech Mechanical, Inc.'s general harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws.

Any employee who engages in any form of discrimination and/or harassment, whether verbal, physical, or arising out of the work environment and whether in the work place, at work assignments off-site, at Company- sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

Remember, Thermo Tech Mechanical, Inc. is a multi-cultural firm and we must all be sensitive and tolerant of the background of others. *When in doubt, don't say it or do it.*

### **6.1 Sexual Harassment:**

For the purpose of this manual, we'll follow the guidelines provided by the U.S Equal Employment Opportunity Commission which states sexual harassment is:

*"Unwelcome sexual advances or conduct of a sexual nature which unreasonably interferes with the performance of a person's job or creates an intimidating, hostile, or offensive work environment."*

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. (29 C.F.R. § 1604.11 [1980])



Examples of sexual harassment includes, but are not limited to, unwanted/ unwelcomed sexual advances, demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advance, propositions, verbal abuse of a sexual nature, graphic commentary about an individual's body, sexual prowess, or sexual deficiencies, leering, whistling, touching, pinching, assault, coerced sexual acts, suggestive insults, obscene comments, gestures and displaying sexually suggestive objects or pictures.

## **6.2 Racial Harassment:**

For the purpose of this manual, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, jokes, e-mails and all other activities defined by *Title VII of the U.S Civil Rights Acts of 1964*

If you believe that you have been the victim of sexual harassment, harassment and/ or discrimination in the work place, you should take the following steps:

- A. Report and discuss the matter with your supervisor
- B. If you believe your supervisor or manager is the source or a participant in the harassment, report this to another supervisor or member of management.

Thermo Tech Mechanical, Inc. will investigate and attempt to resolve your complaint, as well as take any warranted disciplinary action, as soon as possible. If for any reason you believe this has not occurred within a reasonable period of time, refer this problem to any other supervisor in the company, or to the company's Principal.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited and should be reported immediately so we make take the proper disciplinary action.

## **6.3 Disciplinary Actions**

Disciplinary action may include, but are not limited to:

- Verbal warning with a witness present
- Written warning that requires your signature which will be placed in your Employee folder. A copy will be given to you.
- Termination of Employment

Depending on the severity of your actions, these disciplinary actions are subject to change.





## **(7) Payroll**

### **7.1 Time Sheets**

It is **mandatory** for each employee to fill out a time sheet for each work shift. Each employee's pay is dependent on the hours on your time sheet. The bookkeeper will not go to each employee individual to acquire the hours worked prior to calculating their pay.

You must sign in at the start of your shift and sign out at the end of your shift. Failure to sign in and sign out may result in loss of pay for unverifiable work. Repeated failure to sign in and/or out may result in disciplinary action, up to and including termination of employment.

Should your time sheet be incorrectly written, your supervisor will not note the correct start and/or end time, and initial the correction.

Time sheets are used to track regular work hours and overtime hours so it's easy for both; the bookkeeper and employee each pay period. Each time sheet should be submitted at the end of each work week.

The work week commences 12:01 AM Monday and ends on midnight on the following Sunday. A new time sheet should be used for each period.

You are **not** allowed to sign in for another employee.

Your signature on a time sheet is required to certify its accuracy as a record of time actually worked. Falsifying a time sheet can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time sheet is a fraudulent act for which an employee may be prosecuted.

### **7.2 Work Hours/ Overtime Pay**

#### **Non-Exempt (Hourly) Employees:**

Normal work day is (8) hours totaling forty (40) hours at the end of a regular work week commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are expected to work the number of hours stated above, Thermo Tech Mechanical, Inc. does not guarantee that you will work that many hours in any given day or week.

For hourly employees, overtime work is only performed when approved in advance by your supervisor.





When computing total hours worked in a week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, jury duty, and reporting time pay is not counted as hours worked even if you are paid for such time off.

### **7.3 Exempt (Salaried) Employees:**

The normal work day is eight (8) hours, and forty (40) hours represent a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, Thermo Tech Mechanical, Inc. does not guarantee that you will be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over forty (40) hours per week necessary to complete your job duties and occasionally, additional work may be required. If you are overburdened with your workload and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

### **7.4 Prevailing Wage Rates**

For projects requiring employees to be paid prevailing wage rates; employees will be paid based on contractual obligations by law.

Wage rates are dependent on specific trade.

Employees who are not a part of Department of Labor's apprenticeship program will be paid as a journeyman.

### **7.5 Performance and Salary Reviews; Provisional Period**

Thermo Tech Mechanical, Inc.'s provisional period is the first ninety (90) days of employment. During the provisional period you will not be considered a regular employee until you have satisfactorily completed this required period of employment, as determined by Company management. The sole purpose of the provisional period of employment is to determine your job satisfaction and to allow Thermo Tech Mechanical, Inc. to evaluate your job description.

During said provisional period, you may not be eligible for some of the benefits offered by Thermo Tech Mechanical, Inc. to its regular employees. The end of the provisional period does not change your employment at will status.



Each new or promoted employee will be given an oral or written job description that details the requirements and expectations of the new position. Performance reviews will normally be conducted every six (6) months from the date you were hired with the exception of the three (3) months review at the end of your provisional period.

Employee reviews are based on job description and work performance. Wage increase will be based upon reviewing these results as well as the following: Dependability, cooperation, attitude, if disciplinary actions have been taken and your overall work ethics. Your supervisor will review and discuss with you your hourly wage or salary, job description/position and their expectation of you during your review.

A sample of the assessment/ review form will be available for you.

There will be a wage cap for each trade/ classification to meet standard wage rate.

#### **7.6 Payroll Discrepancies**

If there is an error in your pay check, notify your supervisor or the bookkeeper immediately. Every effort will be made to remedy the discrepancy as quickly as possible.

If your pay check is lost or stolen, notify your supervisor or bookkeeper immediately. A new pay check will be issued after payment has been stopped on the original check. Thermo Tech Mechanical, Inc. will not be obligated to indemnify an employee for any monetary loss suffered as a result of a lost pay check if we are unable to stop payment on the original check.

#### **7.7 401K**

Thermo Tech offers a 401K plan to all full-time employees. Please feel free to contact the bookkeeper for further information if you are interested in participating.

You may also contact Thermo Tech Mechanical, Inc. representative at New York Life Insurance Company.

Name: Kenneth Tung  
Office number: 646-227-8614  
KTung@ft.newyorklife.com

#### **(8) Benefits and Services**

Except where required by applicable state or federal law, the benefits provided to employees by Company are subject to change at any time. Please communicate with you supervisor if you have any questions concerning the benefits available to you as an employee of Company.





Thermo Tech Mechanical, Inc. is committed to its obligation under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illness while working. All work-related accidents, injuries, and illnesses must be reported immediately. The failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers' compensation insurance.

### **8.1 Vacation**

Nonexempt (hourly) full-time employees are entitled to the following paid vacation scheduled per year based on length of employment:

*NO PAID VACATION FOR NON FULL-TIME EMPLOYEES*

Full time Non exempt and Exempt employees are entitled to the following paid vacation schedule per year worked based on length of employment, unless a different amount of vacation is provided by your employment contract (if any):

1-2 years of employment = 1 week paid vacation  
3-4 years of employment = 2 weeks paid vacation  
5 or more years = 3 weeks paid vacation

Your requested vacation time must be submitted in writing to your supervisor at least one (1) month prior to the anticipated vacation date. Vacation time must be taken in full days only. Every effort will be made by Thermo Tech Mechanical, Inc. to accommodate vacation request; however, business circumstances may not permit all requests to be honored.

### **8.2 Holidays**

Company observes – and except in emergency situations, is closed for – the following holidays:

- New Year's Day ( January 1<sup>st</sup>)
- Memorial Day (last Monday in May)
- Independence Day ( July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas (December 25)

When a holiday falls on a weekend, Company will designate the Friday preceding or Monday following as the observed holiday at the discretion of Company. Regular full-time employees are paid eight (8) straight time hours for each holiday. For exempt employees, this generally means





that there will be no deduction from your usual pay check. Hourly part-time employees will not receive pay.

Thermo Tech Mechanical, Inc. only closes in observance of the holidays shown above. If an employee wants to stay home for any of the remaining federal holidays (Presidents Day, Columbus Day, and Veteran's Day) he/ she is free to do so. However, it will be an unpaid day.

### **8.3 Sick Leave**

Thermo Tech Mechanical, Inc. will provide paid sick leave to eligible salaried employees when you are away from work due to illness, by the company's discretion due to the nature of the illness. Sick days may be used for your own illness or to care for a sick child or an immediate family member. If you are unable to work due to illness, you must notify your immediate supervisor directly as soon as possible and before your shift starts.

Company permits use of available sick days for absence due to the birth or adoption of a child to an employee.

Industrial accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws in the state(s) in which Company operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

Sick leave time is incorporated into the vacation days. However, you accrue sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick leave per calendar year. You are allowed to roll over up to 40 hours of unused sick time to the next calendar year. This is a York City guideline. For more information you may go to [www.nyc.gov/paidsickleave](http://www.nyc.gov/paidsickleave)

### **8.4 Family Medical Leave**

Thermo Tech Mechanical, Inc. has a family and medical leave policy that is in compliance with The Family and Medical Leave Act of 1993 (FMLA) and that provides for an unpaid leave of absence. Eligible employees must be employed by Thermo Tech Mechanical, Inc. at least twelve (12) months and have worked at least 1250 hours during a twelve (12) month period to be eligible for FMLA leave.

Forms for leave requests are available from your supervisor.

Under this leave policy a total of up to 3 months (12) work weeks of unpaid leave of absence is available to eligible employees under the following circumstances:



- for the birth and care of the newborn child of an employee;
- for placement with the employee of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

During the unpaid leave, employees retain the same medical and dental coverage and must still contribute the same amount toward medical benefits as he/she paid before the leave began (see benefits exception below). Upon return to Thermo Tech Mechanical, Inc. at the end of the leave, the employee will be restored to his/her former position with the same rights, benefits, pay and other terms and conditions which existed prior to the leave; or to an equivalent position with equivalent rights, benefits, pay, and other terms and conditions of employment.

If the employee decides not to return from the unpaid leave, he/she will remain on leave for the balance of the leave period and then be terminated.

Employees requesting leave for their own serious health condition or a family member's serious health condition may be required to provide medical certification thirty (30) days in advance of the request for leave when possible. An employee on leave for his or her own serious health condition will be required to provide certification from their physician that they are able to return to work and perform the job duties to which they are returning.

Benefits based on an accrual basis (e.g. vacation, sick leave, holidays, etc.) will not accrue during unpaid leave under this policy.

The birth parent may choose to use the unpaid twelve-week leave or to utilize the four-week paid maternity leave.

### **8.5 Maternity Leave**

Thermo Tech Mechanical, Inc. employees who work a minimum of twenty (20) hours per week and have been employed by Thermo Tech Mechanical, Inc. continuously for twelve (12) months are allowed up to four (4) week of paid leave after they have given birth to or in conjunction with the adoption of a child. Additional time may be allowed under unusual circumstances and with the permission of your supervisor.

### **8.6 Funeral Leave**

Thermo Tech Mechanical, Inc. allows three (3) days off each year with pay for a death in your immediate family. Immediate family is defined as parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents and grandchildren.





Funeral leave for the death of anyone other than an immediate family member will require prior approval from your immediate supervisor.

#### **8.7 Jury Duty**

Thermo Tech Mechanical, Inc. will provide time off work for an employee who has been assigned jury duty or appearing in court as a witness pursuant to a subpoena or court order.

For any employee, time off for jury duty or to serve as a witness shall be paid \$40.00 per day for three days.

All employees may choose to use their vacation time if they wish to be paid for otherwise unpaid time away from work while performing jury or witness duty and they have accrued vacation time to use. In all cases, employees will retain any other benefits you had prior to this time, if any. Employees must provide their immediate supervisor with a copy of the jury summons or other court order as soon as possible after it is received.

#### **8.8 Time off for School Conferences**

Unpaid time off, up to a maximum of sixteen (16) hours each year is available to all employees for attending any school conferences and activities which cannot be scheduled during non-working hours. When leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, you must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly Company operations.

#### **8.9 Personal Time-Off- Brief Periods**

There may be an occasion when you need a short period of time during your regular work schedule to attend to personal matters, such as closing on a home loan, obtaining transportation after an auto accident, coping with a family emergency, etc. The decision to grant any personal time off is at the discretion of Thermo Tech Mechanical, Inc. management and must be requested prior to taking the time off.

#### **8.10 Time-Off for Voting**

You will be allowed a reasonable period of time to vote in case you are unable to vote before or after your regular working hours if your work hours would make it difficult or impossible to vote otherwise.

### **(9) Separation from Employment**





### **9.1 Layoff and Recall**

There may be occasions when it necessary for management to reduce staff at Thermo Tech Mechanical, Inc. due to certain business conditions or for other reasons. On such occasions, Thermo Tech Mechanical, Inc. will make decisions on the basis of the company's needs relating to employee job functions and their performance. Your supervisor or other company official will speak to you personally about you employment status as needed.

### **9.2 Resignation- Termination of Employment by the Employee**

You, as an at-will employee not subject to an employment contract, may choose to end your employment with Thermo Tech Mechanical, Inc. at any time, with or without cause.

You are requested to submit a notice of resignation in writing to your supervisor at least two (2) weeks prior to the date you intend your resignation to take effect, to assist Thermo Tech Mechanical, Inc. in planning for your departure.

### **9.3 Dismissal- Termination of Employment by the Employer**

As an at-will employee not subject to an employment contract, Thermo Tech mechanical, Inc. is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your performance or compliance with the rules set forth as per company protocol. There are also steps that Thermo Tech Mechanical, Inc. will take as warnings:

- Verbal warning by management in front of witness
- Written warning requiring your signature; which will be noted in your file with a copy given to you
- Finally, termination along with termination letter from management

### **9.4 Automatic Dismissal**

The commission of any offense considered serious enough by Thermo Tech mechanical, Inc. management, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of Thermo Tech Mechanical, Inc. management, be followed by immediate dismissal of that employee:

- Making false statements or omitting pertinent facts on an employment application or in an employment interview;
- Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during the course of business;



- Stealing or deliberately damaging the company's or other employees' property;
- Disclosing or selling company confidential information or trade secrets;
- Possessing a weapon at work
- Reporting to work under the influence of alcohol, narcotics, or drugs, unless the drug was prescribed for the employee by a physician;
- Falsifying or destroying company documents or computer files;
- Conviction of a felony offense/ and or imprisonment;
- Taking unauthorized leave or failing to show up to work for more than three (3) consecutive days without notifying a supervisor; and
- Employees who drive Company vehicles: transporting unauthorized passengers in company vehicles.
- Continuously not following company rules or protocols or what has been asked of you by your supervisor

Civil and/or criminal penalties may also apply- where applicable.

#### **9.5 Exit Interview**

Upon termination of employment, voluntary (by the employee) or involuntary (by the employer), with or without cause in both cases, a representative of Thermo Tech Mechanical, Inc. may choose to have an exit interview with you.

During such interview, if any, you will be informed whether you are entitled to certain post-termination benefits such as non-vested retirement benefits and credits that may be due, full or pro-rated vacation pay, and other post-employment related matters.

Any employee who terminates his or her employment, or is terminated by Thermo Tech Mechanical, Inc. shall return all files of any kind, keys, tools, and any other materials whatsoever that is the property of Thermo Tech Mechanical, Inc.

Unless otherwise prohibited by applicable state or federal law, final settlement of your pay will not be made until all property owned by Thermo Tech Mechanical, Inc. is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from your final paycheck, or, if this is not possible, due to legal restrictions or otherwise, legal action may be taken to recover any property or money due to Thermo Tech Mechanical, Inc.

#### **9.6 Communication Policy**

Any questions with respect to any of the following provisions of this Employee Manual should be addressed to your immediate supervisor or management.





You are entitled and encouraged to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Company.

**(10) Arbitration; Choice of Law**

Any controversy or claim arising out of or relating to the employment relationship created between the employer (Thermo Tech Mechanical, Inc.) and employee (you), including all topics covered in this Employee Manual, and the interpretation of this Manual, or any alleged breach of it, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the County of Bronx, New York with an agreed upon arbitrator. If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either party. Although the parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law, the prevailing party, if any, as determined by the arbitrator at the request of the parties which is hereby deemed made, shall be entitled to reimbursement for its share of cost and reasonable attorneys' fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall in final, binding, and non-appealable.

This Manual shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York.

Please be sure to sign, date, and return this form to your supervisor after reading this Employee Manual; doing so is a prerequisite for employment with Thermo Tech Mechanical, Inc.



### Thermo Tech Mechanical, Inc. Confidentiality Agreement

This employee confidentiality agreement is made between employee hereon referred to as "Employee" and Thermo Tech Mechanical, Inc. hereon referred to as "Employer".

The Employee agrees to the terms of this agreement:

- I.
- II. The Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future, come in possession of certain confidential information belonging to the Employer including but not limited to trade secrets, customer lists, supplier lists and prices, pricing schedules, methods, processes, or marketing plans.
- III. The employee hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her benefit or the benefit of others, or discloses or divulge to others, any such confidential information.
- IV. Upon termination of employment, the Employee will return to the Employer, retaining no copies, all documents relating to the Employers business including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, costumer lists, computer programs, and all other materials and all copies of such materials, obtained by the Employee during employment.
- V. Violation of this agreement by the Employee will entitle the Employer to an injunction to prevent such competition or discloser, and will entitle the Employer to other legal remedies, including attorney's fees and costs.
- VI. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties concerned.
- VII. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

Employer Signature and Date: \_\_\_\_\_

Gowkarran Budhu

Employee Name: Juan Lopez

Employee Signature and Date: J-L 5/20/18